

## Search & Salvage Agreement

This agreement is entered between \_\_\_\_\_, hereafter known as the Salvors and \_\_\_\_\_, hereafter known as the Landowner, for the purpose of permitting the Salvors to enter and search on the property of the Landowner.

In consideration of permitting the Salvors to enter and search the property of the Landowner, of the division of finds between the parties as provided by this contract, of the release of the Landowner's liability as provided in this contract, and of the labor, time, skill and investment of equipment required by the Salvors in searching for and recovering finds on the owner's property, the parties agree as follows:

1. That the Salvors shall bear all expenses incident to the search without deduction from the value of the finds before any division between the parties pursuant to Paragraph 4.
2. That any and all items other than specie and bullion are acquired and retained by the Salvors. This includes, but is not limited to, jewelry, relics, artifacts, flatware, utensils, papers, maps, tokens and books.
3. That the Salvors notify and invite the Landowner to participate in the actual recovery of the pursued cache. That the Landowner shall assist the Salvors in the recovery in every manner possible.
4. That recoveries of specie be divided as follows \_\_\_\_% to the Salvors and \_\_\_\_% to the Landowner. That this division shall be made as follows: All coins shall be placed with the obverse side down and mixed to everyone's satisfaction. Then each participant shall remove a specified number of coins, each in turn, beginning with the Landowner and without seeing the date of the coin. This is to eliminate searching for the more desirable coins. That bullion be divided in a like manner. In the case of an odd number of castings, the remaining items be divided at the site by the Salvors cutting the item into a proportionate sizes and the Landowner choosing the first lot.
5. That both the Salvors and the Landowner agree that the find shall remain undisclosed to any persons other than immediate families of the participants. Furthermore, the location of the recovery site shall not be disclosed to any member of the media in any manner unless agreed to in writing by both parties.
6. That the Salvors agree to release and hold harmless the Landowner from all liability for personal injury or property damage that the Salvors may suffer as a result of the Landowner's negligence while on the Landowner's property only during times of such search and recovery. This release shall be binding and forever discharge the Landowner, his/her, its heirs, executors, and administrators, from all actions, causes of action, claims, and demands for, upon, or by

reason of any damage, loss, injury, or suffering which the Salvors may sustain while searching or making a recovery on the Landowner's property.

7. That for the purposes of this contract the following terms are defined:

"Cache" is any concealed, lost, or buried gold or silver in bullion form or gold or silver coins if such coins number 10 (ten) or more and are found together at the same time and the same place,, but this definition shall not include groups or individual items of jewelry, whether or not found with other items subject to this definition;

"Relics and Artifacts" include but are not limited to any weapons, projectiles, or items such as eating utensils, or other items not otherwise expressly covered by this agreement, regardless of age or value;

"Jewelry" includes only items, when made of gold or silver, such as rings, necklaces, medallions, and similar items.

8. That this agreement may be terminated upon written notice by either party.

9. Salvor shall give notice of intent to search the property no less than 3 hrs notice via email or phone.

10. That this is the entire agreement between the parties.

\_\_\_\_\_ (signature of Salvor/Date)

\_\_\_\_\_ (signature of Landowner/Date)

\_\_\_\_\_ (printed name of Landowner)